

2018 JUL 16 1996 10:52 AM
A

ASSIGNMENT OF RENTS AND LEASES

A. JED W. HELMCAMP and wife, NANNETTE HELMCAMP ("Assignor"), whose address for notice hereunder is 2202 LYTHAN LANE, KATY, TEXAS 77450, by Security Agreement of even date herewith (hereinafter the "Security Agreement"), conveyed a security interest to COMMUNITY BANK, as Secured Party ("Assignee"), whose address for notice is P. O. BOX 737, KATY, TEXAS 77492-0737, on the rail cars (the "Property") described on EXHIBIT "A" attached hereto and made a part hereof for all purposes.

B. The Security Agreement was given to secure the payment of a promissory note in the original principal amount of NINETY THOUSAND AND NO/100 (\$90,000.00) DOLLARS of even date herewith, executed by Assignor and payable to Assignee on or before SEVEN (7) YEARS from the date thereof (the "Note"). The Security Agreement and the Note are incorporated herein by reference for all purposes.

Assignor, as lessor, has entered into leases, and/or will enter into leases in the future, in connection with the Property (the "Leases").

NOW, THEREFORE, for value received, Assignor hereby absolutely and unconditionally assigns and transfers to Assignee (i) all rents, revenues, lease payments, rentals, per diem mileage, mileage credits, excess mileage credits and any other income of the Property, including those now due, or to become due by virtue of the Leases, or any other agreement for the use of all or any part of the Property, regardless of the party to whom the rents and revenues of the Property are payable; and (ii) all the Leases and any other agreements for the use of all or any part of the Property, including any and all extensions, renewals and replacements thereof. All Leases, other agreements for use or occupancy, and all extensions, renewals and replacements thereof, and all future leases and other agreements for use, extensions, renewals and replacements thereof, are hereby incorporated to be included in all references to "Leases" herein.

This assignment and agreement shall be under the following terms and conditions.

1. Until the Note, and all renewals, rearrangements and extensions thereof, are paid in full, or, until the Property is released by Assignee as security for the Note, Assignor shall transfer, sell and assign, and hereby transfers, sells and assigns, unto the Assignee all subsequent leases of the Property, or any part thereof.
2. Assignor acknowledges that this assignment in no way affects or alters the Note and Security Agreement. Assignor hereby agrees to make or cause to be made:
 - (a). All payments of principal and interest on the Note and any amendments, extensions or renewals thereof;
 - (b). Payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Security Agreement or in any other instrument executed by Assignor in connection with the Note; and
 - (c). Punctual performance and discharge of each and every obligation, covenant and agreement contained in the Note, the Security Agreement or in any other instrument executed by Assignor in connection with the Note.
3. Assignor warrants and represents that Assignor has not previously assigned the Leases or the rents and revenues of the Property, or executed any other instrument which would interfere with or in any manner prevent Assignee from obtaining the full benefits of the provisions of this Assignment.
4. Assignor hereby authorizes Assignee or Assignee's agents to collect the rents and revenues from the Property and hereby directs each Lessee of the Leases to pay such rents and revenues to Assignee or Assignee's agents; provided, however, so long as there shall exist no default by Assignor in the payment of the Note, or in the performance of any obligation, covenant or agreement contained herein, in the Note, the Security Agreement or in any other instrument executed by Assignor in connection with the Note, Assignor shall have the right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising under the Leases or from the Property, and to apply the rents and revenues so collected to the sums secured by the Security Agreement, with the balance, so long as no such default exists, to the account of Assignor; it being the intention of Assignor and Assignee that this Agreement constitutes an absolute assignment and not an assignment for additional security only, but is an assignment intended as a pro tanto payment of the Note and all other indebtedness secured by the security interest of the Security Agreement.
5. Assignor covenants and agrees with Assignee:
 - (a). not to collect any of the rent, income and profits from the Property more than one month in advance of the time that the same shall become due under the provisions of the Leases (other than for security deposits made under the leases);
 - (b). not to execute any other assignment of the rents, income or profits arising or accruing from the Leases or the Property;

instrument executed by the Assignor in connection with the Note, Assignor's right to collect and receive as Trustee for the benefit of Assignee all rents and revenues arising under the Leases shall terminate without notice to Assignor. Further, the Assignee may, but is not obligated or required, at its option, without notice, and without regard to the adequacy of the security for the Note, whether in person or by Agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and hold, manage, lease and operate the same on such terms and for such a period of time as Assignee may deem proper. Additionally, Assignee may demand, sue for or otherwise collect and receive all rents, income and revenues of the Property, including those past due and unpaid, without taking possession of the Property. Assignee shall also have full power to make, from time to time, all alterations, renovations, repairs or replacements to the Property as may seem proper to Assignee and to apply such rents, income and profits to the payment of:

(a) all expenses of managing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Property, including all taxes, charges, claims, assessments, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and regaining possession of the Property; and

(b) the principal and interest on the Note, together with all costs attorneys' fees incurred by Assignee in enforcing Assignor's obligations hereunder, under the Note, the Security Agreement, or in any other instrument executed by Assignor in connection with the Note, all in such order of priority as to any of the items mentioned in this paragraph as the Assignee in its sole discretion may determine.

No credit shall be given by Assignee for any sum or sums received from the rents, income and revenues of the Property until the money collected is actually received by Assignee and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on any indebtedness secured by the lien of the Security Agreement be given for any rents, income and revenues derived from the Property after Assignee obtains title to the Property by repossession, order of a court or by operation of law or otherwise. The exercise by Assignee of the option granted in this paragraph to take possession of the Property, and Assignee's collection of the rents, income and revenues and the application thereof as herein provided shall not be considered a waiver of any default by Assignor in connection with the Note.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or portions thereof after default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Furthermore, it is understood that Assignee shall not be obligated to assume, perform or discharge nor does Assignee undertake to assume, perform or discharge, any obligation, duty or liability of Assignor under the Leases, it being agreed that Assignee shall be treated as agreeing to assume, perform or discharge such obligations, duty or liability only if:

(a) Assignee shall, by written notice sent to the tenants named in the Leases, specifically so elect; or

(b) Assignee shall foreclose judicially or under the Security Agreement and take possession of the Property.

In no event shall Assignee be liable for the performance or discharge of any obligations not expressly assumed by it, or in any assignment or other transfer by Assignee of its interests in the Leases or the Property to any other party. Assignor shall, and hereby agrees to, defend (with counsel acceptable to Assignee), indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage or expenses which may be or is incurred by Assignee under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee or by reason of any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such obligations or undertakings expressly assumed by Assignee. If Assignee should incur any such liability, or be subject to any such claims, all expenses incurred or expended by Assignee in connection therewith (including Attorneys' fees) shall be deemed secured by the Security Agreement and Assignor shall reimburse Assignee immediately upon demand. Upon the failure of Assignor to reimburse Assignee, Assignee may, at its option, declare all sums evidenced by the Note and secured by the Security Agreement immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility upon Assignee, except as otherwise specifically provided, for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any Lessee thereof, or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensor, employee or stranger.

8. In the event there shall have been made payment in full of the principal and interest on the Note or any other indebtedness secured by the Security Agreement, and Assignor shall make, or cause to have been made, full performance of all of Assignor's obligations under the Security Agreement, this Assignment, and all other instruments executed by Assignor in connection with the Note, then this Assignment shall become and be void and of no further force or effect. An affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee indicating that any part of the principal or interest on the Note remained unpaid or that Assignor's obligations remain unperformed shall be conclusive evidence of the continuing validity and effectiveness of this Agreement and any person may, and is authorized to rely thereon.

9. Assignor authorizes and directs the tenants named in the leases, upon receipt from Assignee of written notice to the effect that (i) Assignee is then the holder of the Note, Security Agreement and this Assignment, and (ii) that a default exists under any of the provisions of one or all of such instruments, to pay over to Assignee all rents, income and revenues arising or accruing under the Leases and to continue to do so until otherwise notified by Assignee. Assignor agrees that (i) any lessee of the Property shall have the right to rely upon notice by Assignee without obligation or right to inquire as to whether default actually exists; and (ii) Assignor shall have no right or claim against any lessee for any such rents paid by any lessee to Assignee following receipt of such notice.

10. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, Security Agreement or under any other instrument executed by Assignor in connection with the Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any instrument executed by Assignor in connection with the Note. The collection and application of the rents, income and revenues from the Property to the Note, or as otherwise provided above, shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under any documents executed by Assignor in connection with the Note. The Note may be accelerated in accordance with its terms, notwithstanding the application of rents, income and revenues.

11. In the event of foreclosure of the Property by sale or otherwise, Assignee is authorized (i) to sell Assignor's interest in the Leases as lessor together with the Property; or (ii) to assign the same without the Property; or (iii) to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Property by virtue of foreclosure of the security interest of the Security Agreement. There shall be no liability to account to Assignor for any rents, revenues, income or profits accruing after the foreclosure of the Property.



12. Assignor agrees to execute and deliver to Assignee such further instruments and documents as, from time to time during the existence of this Assignment, Assignee may reasonably require in order to perfect the interest and rights of Assignee under this Assignment.

13. No remedy or right conferred upon Assignee by operation of law, by this Assignment, the Note, the Security Agreement or by any other instrument executed by Assignor in connection with the Note is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect. Additionally, this instrument and the language herein shall be controlling over any conflicting language in said Security Agreement.

14. If any term or provision of this Assignment, or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

15. Notice provided for in this Agreement must be in writing, and shall be given or served, unless otherwise expressly provided herein, by depositing the same in the United States Mail, postpaid and certified and addressed to the party to be notified, within return receipt requested, or by delivering the same by courier or in person to such party (or, if the party or parties to be notified be incorporated, to an officer of such party), or by prepaid telegram addressed to the party to be notified. Notice deposited in the mail, postpaid and certified with return receipt requested, shall be deemed received upon deposit in a proper United States mail depository. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties are as stated in paragraph A of this Assignment. The parties and their respective successors and assigns shall have the right from time to time, and at any time, to change their respective addresses and agents for the receipt of notice and shall have the right to specify as their respective addresses and agents any other by giving at least ten (10) days prior written notice to the other party.

EXECUTED this the 28 day of June, 1996.

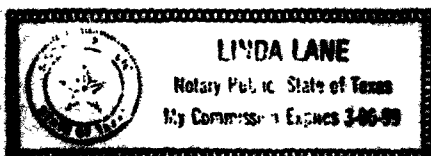

JED W. HELMCAMP

NANNETTE HELMCAMP

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

On this 28 day of June, 1996, before me, personally appeared JED W. HELMCAMP and wife, NANNETTE HELMCAMP, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



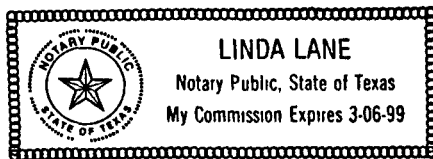

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

TWO (2) 1995 BUILT DOT 111A100W3 TYPE 23,500 GALLON TANK CARS EQUIPPED WITH 100 TON ROLLER BEARING TRUCKS - CAR NUMBERS TEIX 2364 AND TEIX 2365

CERTIFICATE OF NOTARY PUBLIC

This is a certified copy of the original Assignment of Rents and Leases, and the undersigned has compared the copy with the original and has found the copy to be complete and identical in all respects to the original document.



Linda Lane

Notary Public, State of Texas

JUNE 28, 1996

VERNON A. WILLIAMS, SECRETARY
INTERSTATE COMMERCE COMMISSION
WASHINGTON, D.C. 10423

Dear Secretary:

I have enclosed an original and one copy/counterpart of the document(s) described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The respective documents are: (i) a Security Agreement (a primary document) dated June 28, 1996, and (ii) an Assignment of Rents and Leases (a secondary document), dated June 28, 1996.

The primary document to which this is connected is to be recorded concurrently with the said secondary document.

We request that the Assignment be cross-indexed.

The names and address of the parties to the documents are as follows:

(i) The Security Agreement:

Debtor: JED W. HELMCAMP AND WIFE, NANNETTE HELMCAMP
2202 LYTHAM LANE
KATY, TEXAS 77450

Secured Party: COMMUNITY BANK
P. O. BOX 737
KATY, TEXAS 77492-0737

(ii) The Assignment of Rents and Leases:

Assignor: JED W. HELMCAMP AND WIFE, NANNETTE HELMCAMP
2202 LYTHAM LANE
KATY, TEXAS 77450

Assignee: COMMUNITY BANK
P. O. BOX 737
KATY, TEXAS 77492-0737

A description of the equipment covered by the documents follows:

TWO (2) 1995 BUILT DOT 111A100W3 TYPE 23,500 GALLON TANK CARS EQUIPPED WITH 100 TON ROLLER BEARING TRUCKS - CAR NUMBERS TEIX 2364 AND TEIX 2365

A fee of \$20.00 is enclosed.

Please return the original and any extra copies not needed by the Commission for recordation to Community Bank, P. O. Box 737, Katy, Texas 77492-0737, Attn: Linda Lane.

A short summary of the document to appear in the index follows:

Primary Document. Security Agreement between JED W. HELMCAMP AND WIFE, NANNETTE HELMCAMP, 2202 LYTHAM LANE, KATY, TEXAS 77450 and COMMUNITY BANK, P. O. BOX 737, KATY, TEXAS 77492-0737, dated June 28, 1996, and covering TWO (2) 1995 BUILT DOT 111A100W3 TYPE 23,500 GALLON TANK CARS EQUIPPED WITH 100 TON ROLLER BEARING TRUCKS - CAR NUMBERS TEIX 2364 AND TEIX 2365

Secondary Document. Assignment of Rents and Leases between JED W. HELMCAMP AND WIFE, NANNETTE HELMCAMP, 2202 LYTHAM LANE, KATY, TEXAS 77450 and COMMUNITY BANK, P. O. BOX 737, KATY, TEXAS 77492-0737, dated June 28, 1996, and covering TWO (2) 1995 BUILT DOT 111A100W3 TYPE 23,500 GALLON TANK CARS EQUIPPED WITH 100 TON ROLLER BEARING TRUCKS - CAR NUMBERS TEIX 2364 AND TEIX 2365 and connected to the above mentioned Security Agreement to be recorded concurrently with this Assignment of Rents and Leases.

Very truly yours,

COMMUNITY BANK

Linda Lane, VP

By: Linda Lane
Title: Vice President

Mr Vernon A. Williams
August 29, 1996
Page 2

Also enclosed is a check in the amount of \$21 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/bg
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

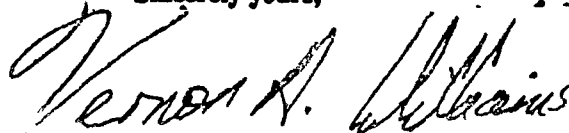
8/29/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/29/96 at 9:00AM , and assigned recordation number(s). 20182-B, 20200-D and 20200-E.

Sincerely yours,

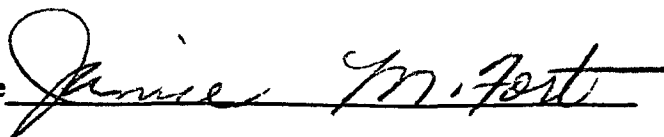


Vernon A. Williams
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



20/82-B

TERMINATION OF AGREEMENT

Termination of Agreement dated August 29, 1996 between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street, Chicago Heights, IL 60411 ("Thrall"), and Central Soya Company, Inc., an Indiana corporation with its principal offices located at 1300 Fort Wayne National Bank Building, 110 West Berry Street, Fort Wayne, IN 46802 ("Customer").

WHEREAS, Thrall and Customer are parties to an Interim Use Agreement dated July 12, 1996 (the "Agreement") with respect to one thousand two hundred railcars bearing car numbers CSYX 12345 through CSYX 12544 inclusive, manufactured by Thrall for Customer (the "Cars"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board of the Department of Transportation (the "Board") on July 16, 1996 at 1:15 p.m. and given Recordation Number 20182; and


WHEREAS, Thrall and Customer desire to terminate the Agreement with respect to certain of the Cars and to record such termination with the Board;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Thrall and Customer hereby terminate the Agreement, effective August __ 1996, with respect to the Cars listed on Schedule A attached hereto; provided, however, that nothing contained in this Termination of Agreement shall affect the rights and liabilities of the parties under the Agreement with respect to acts, events or omissions occurring on or prior to the date hereof.
2. Customer shall record this Termination of Agreement with the Board in order to release any lien created by or arising out of the Agreement with respect to the Cars listed on Schedule 1.
3. Nothing contained herein shall be construed to terminate the Agreement with respect to any Cars other than the Cars listed on Schedule 1.

4. This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING
COMPANY

By 
Title V.P. Finance

CENTRAL SOYA COMPANY, INC.

By _____
Title _____

4. This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING
COMPANY

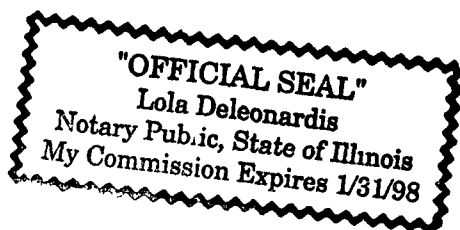
By _____
Title _____

CENTRAL SOYA COMPANY, INC.

By Emence E. Jaurin
Title SECRETARY

STATE OF Illinois)
) ss:
COUNTY OF De Wap)

On the 29th day of August, 1998 before me personally appeared ROBERT A. WALK to me known who, being by me duly sworn, stated that he is VP - Finance of Thrall Car Manufacturing Company, that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.



Lola DeLeonardis
Notary Public

My commission expires: 1/31/98

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____, 199__ before me personally appeared _____, to me known who, being by me duly sworn, stated that he is _____ of Central Soya Company, Inc., that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.

Notary Public

My commission expires: _____

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

On this 26th day of August, 1996, before me personally appeared,
TERRENCE E QUINLAN, to me personally known, being by me duly sworn, says that he is the
SECRETARY of CENTRAL SOYA COMPANY, INC. (the "Corporation") and that
the said instrument attached hereto was signed on behalf of the Corporation, and he
acknowledged that the execution of the foregoing instrument was the act and deed of the
Corporation.

Sue E. Haycox
Notary Public in and for
the State of Indiana

My commission expires: _____

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12348	JUL-25-96
CSYX	12358	JUL-31-96
CSYX	12363	AUG-20-96
CSYX	12417	AUG-05-96
CSYX	12428	AUG-06-96
CSYX	12434	JUL-25-96
CSYX	12437	AUG-01-96
CSYX	12440	JUL-31-96
CSYX	12446	JUL-27-96
CSYX	12447	JUL-27-96
CSYX	12448	JUL-27-96
CSYX	12449	JUL-27-96
CSYX	12451	JUL-24-96
CSYX	12452	JUL-26-96
CSYX	12453	JUL-25-96
CSYX	12454	JUL-27-96
CSYX	12455	JUL-25-96
CSYX	12458	JUL-24-96
CSYX	12459	JUL-26-96
CSYX	12460	JUL-24-96
CSYX	12461	JUL-31-96
CSYX	12462	JUL-27-96
CSYX	12463	JUL-24-96
CSYX	12464	JUL-24-96
CSYX	12465	JUL-24-96
CSYX	12466	JUL-31-96
CSYX	12467	AUG-01-96
CSYX	12468	JUL-25-96
CSYX	12469	JUL-24-96
CSYX	12470	JUL-31-96
CSYX	12471	JUL-26-96
CSYX	12472	JUL-27-96
CSYX	12473	JUL-25-96
CSYX	12474	JUL-26-96
CSYX	12475	JUL-25-96
CSYX	12476	JUL-25-96
CSYX	12477	JUL-25-96
CSYX	12478	JUL-24-96
CSYX	12479	JUL-25-96
CSYX	12480	JUL-25-96
CSYX	12481	JUL-26-96
CSYX	12482	JUL-26-96
CSYX	12483	JUL-25-96
CSYX	12484	JUL-29-96
CSYX	12485	JUL-26-96
CSYX	12486	JUL-26-96
CSYX	12487	JUL-29-96
CSYX	12488	JUL-30-96
CSYX	12489	JUL-27-96

SCHEDULE A

100-TON 5400 C/E COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12490	JUL-26-96
CSYX	12491	JUL-29-96
CSYX	12492	JUL-27-96
CSYX	12493	JUL-28-96
CSYX	12494	JUL-29-96
CSYX	12495	AUG-01-96
CSYX	12496	JUL-29-96
CSYX	12497	AUG-01-96
CSYX	12498	JUL-31-96
CSYX	12499	JUL-31-96
CSYX	12500	AUG-01-96
CSYX	12501	JUL-30-96
CSYX	12502	JUL-27-96
CSYX	12503	JUL-29-96
CSYX	12504	JUL-30-96
CSYX	12505	JUL-29-96
CSYX	12506	AUG-01-96
CSYX	12507	JUL-30-96
CSYX	12508	JUL-30-96
CSYX	12509	JUL-30-96
CSYX	12510	JUL-29-96
CSYX	12511	JUL-30-96
CSYX	12512	AUG-02-96
CSYX	12513	JUL-30-96
CSYX	12514	JUL-30-96
CSYX	12515	JUL-30-96
CSYX	12516	JUL-31-96
CSYX	12517	JUL-31-96
CSYX	12518	JUL-31-96
CSYX	12519	AUG-01-96
CSYX	12520	JUL-30-96
CSYX	12521	AUG-02-96
CSYX	12522	AUG-02-96
CSYX	12523	AUG-02-96
CSYX	12524	AUG-01-96
CSYX	12525	AUG-06-96
CSYX	12526	AUG-02-96
CSYX	12527	AUG-02-96
CSYX	12528	AUG-06-96
CSYX	12529	AUG-05-96
CSYX	12530	AUG-06-96
CSYX	12531	AUG-01-96
CSYX	12532	AUG-02-96
CSYX	12533	AUG-02-96
CSYX	12534	AUG-02-96
CSYX	12535	AUG-07-96
CSYX	12536	AUG-02-96
CSYX	12537	AUG-02-96
CSYX	12538	AUG-02-96

SCHEDULE A

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 829

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12539	AUG-01-96
CSYX	12540	AUG-05-96
CSYX	12541	AUG-05-96
CSYX	12542	AUG-08-96
CSYX	12543	AUG-06-96
CSYX	12544	AUG-05-96
CSYX	12545	AUG-05-96
CSYX	12546	AUG-07-96
CSYX	12547	AUG-08-96
CSYX	12548	AUG-05-96
CSYX	12549	AUG-05-96
CSYX	12550	AUG-06-96
CSYX	12551	AUG-09-96
CSYX	12552	AUG-05-96
CSYX	12553	AUG-08-96
CSYX	12554	AUG-08-96
CSYX	12555	AUG-07-96
CSYX	12556	AUG-10-96
CSYX	12557	AUG-05-96
CSYX	12558	AUG-10-96
CSYX	12559	AUG-10-96
CSYX	12560	AUG-08-96
CSYX	12561	AUG-08-96
CSYX	12562	AUG-07-96
CSYX	12563	AUG-08-96
CSYX	12564	AUG-08-96
CSYX	12565	AUG-08-96
CSYX	12566	AUG-12-96
CSYX	12567	AUG-07-96
CSYX	12568	AUG-07-96
CSYX	12569	AUG-09-96
CSYX	12570	AUG-08-96
CSYX	12571	AUG-12-96
CSYX	12572	AUG-08-96
CSYX	12573	AUG-08-96
CSYX	12574	AUG-14-96
CSYX	12575	AUG-14-96
CSYX	12576	AUG-14-96
CSYX	12577	AUG-08-96
CSYX	12578	AUG-09-96
CSYX	12579	AUG-10-96
CSYX	12580	AUG-09-96
CSYX	12581	AUG-09-96
CSYX	12582	AUG-12-96
CSYX	12583	AUG-08-96
CSYX	12584	AUG-09-96
CSYX	12585	AUG-12-96
CSYX	12586	AUG-09-96
CSYX	12587	AUG-12-96

SCHEDULE A

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12588	AUG-12-96
CSYX	12589	AUG-09-96
CSYX	12590	AUG-13-96
CSYX	12591	AUG-12-96
CSYX	12592	AUG-09-96
CSYX	12593	AUG-12-96
CSYX	12594	AUG-13-96
CSYX	12595	AUG-13-96
CSYX	12596	AUG-12-96
CSYX	12597	AUG-13-96
CSYX	12598	AUG-12-96
CSYX	12599	AUG-13-96
CSYX	12600	AUG-13-96
CSYX	12601	AUG-16-96
CSYX	12602	AUG-13-96
CSYX	12603	AUG-13-96
CSYX	12604	AUG-16-96
CSYX	12605	AUG-14-96
CSYX	12606	AUG-14-96
CSYX	12607	AUG-14-96
CSYX	12608	AUG-15-96
CSYX	12609	AUG-13-96
CSYX	12610	AUG-14-96
CSYX	12611	AUG-15-96
CSYX	12612	AUG-13-96
CSYX	12613	AUG-16-96
CSYX	12614	AUG-15-96
CSYX	12615	AUG-14-96
CSYX	12616	AUG-16-96
CSYX	12617	AUG-15-96
CSYX	12618	AUG-15-96
CSYX	12619	AUG-14-96
CSYX	12620	AUG-14-96
CSYX	12621	AUG-16-96
CSYX	12622	AUG-15-96
CSYX	12623	AUG-19-96
CSYX	12624	AUG-20-96
CSYX	12625	AUG-21-96
CSYX	12626	AUG-15-96
CSYX	12627	AUG-15-96
CSYX	12628	AUG-15-96
CSYX	12629	AUG-15-96
CSYX	12630	AUG-16-96
CSYX	12631	AUG-19-96
CSYX	12632	AUG-16-96
CSYX	12633	AUG-16-96
CSYX	12634	AUG-16-96
CSYX	12635	AUG-16-96
CSYX	12636	AUG-19-96

SCHEDULE A

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	12637	AUG-19-96
CSYX	12638	AUG-22-96
CSYX	12639	AUG-21-96
CSYX	12640	AUG-19-96
CSYX	12641	AUG-19-96
CSYX	12643	AUG-19-96
CSYX	12644	AUG-19-96
CSYX	12645	AUG-18-96
CSYX	12646	AUG-20-96
CSYX	12647	AUG-19-96
CSYX	12648	AUG-20-96
CSYX	12649	AUG-21-96
CSYX	12650	AUG-22-96
CSYX	12651	AUG-21-96
CSYX	12652	AUG-22-96
CSYX	12653	AUG-20-96
CSYX	12654	AUG-20-96
CSYX	12655	AUG-20-96
CSYX	12656	AUG-21-96
CSYX	12657	AUG-20-96
CSYX	12658	AUG-20-96
CSYX	12659	AUG-21-96
CSYX	12661	AUG-22-96
CSYX	12662	AUG-21-96
CSYX	12663	AUG-21-96
CSYX	12665	AUG-21-96
CSYX	12667	AUG-21-96
CSYX	12668	AUG-22-96
CSYX	12669	AUG-22-96
CSYX	12671	AUG-22-96
CSYX	12674	AUG-22-96
CSYX	12676	AUG-22-96
CSYX	12678	AUG-22-96
CSYX	12679	AUG-22-96
TOTAL	<u>230</u>	

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

The Funding Date for the Equipment described on this Schedule A is August 29, 1996.